

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-32-T - ORDER NO. 2019-198

APRIL 5, 2019

IN RE: Application of Go Smooth Move, LLC d/b/a)	ORDER APPROVING
Smooth Move for Approval to Amend Tariff)	APPLICATION TO
)	AMEND TARIFF

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Go Smooth Move, LLC d/b/a Smooth Move (“Smooth Move,” “Applicant” or “Company”) to amend the Company’s current tariff. Smooth Move presently holds a Class E HHG Certificate of Public Convenience and Necessity (Certificate No. 9796-A) to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

Upon receipt of the Application, the Commission’s Clerk’s Office instructed Smooth Move to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company’s Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proof of publication of the Notice of Filing. No protests or petitions to intervene were received.

¹ See Order Nos. 2013-131 and 2014-170 issued in Docket No. 2012-399-T.

By its Application Smooth Move seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company's current tariff.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on March 5, 2019. ORS's Impact Study revealed that Smooth Move was in compliance with the Commission's rules and regulations at its compliance review on February 15, 2019. Furthermore, ORS advises that Smooth Move is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Smooth Move to the South Carolina Tariff Bureau's (SCTB) rates, it appears that some of the rates are above the SCTB rates while others are below, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by Smooth Move is just and reasonable for the Company and its customers. Accordingly, the Company's Application to amend its current tariff should be approved.

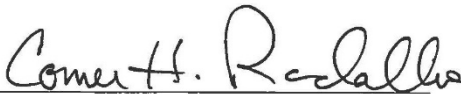
IT IS THEREFORE ORDERED THAT:


1. The Application of Go Smooth Move, LLC d/b/a Smooth Move to amend

its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. Randall, Chairman


Justin T. Williams, Vice Chairman
(SEAL)



**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

PROPOSED DATE: January 11, 2019

EFFECTIVE DATE: Upon SCPSC Approval

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by SMOOTH MOVE. These services are furnished between points and places within the state of South Carolina.

SECTION 1

1. Transportation Charges and Hourly Moving Rates

1.1 Intrastate Local Moves (45 Roundtrip Miles of Less)

Intrastate Local Moves refers to all moves completed within 45 roundtrip miles, calculated by using the distance from the SMOOTH MOVE office location to the move origin and adding to it the estimated return mileage from the final move destination back to the office. The amount of time spent driving with goods-in-transit between the move origin and destination (plus additional stops if any) will be billed at the applicable hourly labor rate and this mileage will not be included in the 45 roundtrip mileage calculation.

These type moves and services will incur a 1-hour travel charge billed at the applicable hourly rate plus actual moving time and labor incurred subject to a two-hour minimum labor charge. This charge covers fuel and travel time spent driving to and from our office location for local moves with travel of less than 45 roundtrip miles. A 4-hr minimum labor charge will apply on all Federal holidays.

1.2 Intrastate Long Distance Moves (Exceeding 45 Roundtrip Miles)

Intrastate Long Distance moves refer to all moves exceeding 45 roundtrip miles from the SMOOTH MOVE office location with mileage being calculated in the same manner as described above in Section 1.1. In addition to incurring the same 1-hour travel charge that applies to Intrastate Local Moves, these moves will also incur an additional excess mileage fee of \$3.00 per mile per truck for any mileage in excess of 45 roundtrip miles.

The customer will also be charged for any reasonable reimbursable out-of-pocket travel expenses for meals and hotel accommodations of \$100 per mover per night for all moves requiring an overnight out of town stay. Moves with total roundtrip miles ranging between 45 to 150 miles will be subject to a four-hour labor minimum, whereas moves exceeding 150 total roundtrip miles will be subject to a six-hour labor minimum.

1.3 Hourly Labor Rates

Moves with three or fewer movers include the use of one moving truck, whereas, moves with greater than three movers include the use of up to two moving trucks as needed. Rates displayed below are hourly rates for residential moving services shown in USD's and include labor and a moving truck(s), as well as proper moving equipment and blankets.

	OFF-PEAK		PEAK	
	<u>Weekday</u>	<u>Weekend</u>	<u>Weekday</u>	<u>Weekend</u>
2 Movers	104	109	114	124
3 Movers	134	139	144	154
Additional Mover	45	45	45	45

Labor time will be billed in fifteen-minute increments subject to the minimum labor charge plus the applicable Transportation Charges. After the minimum labor time, the hourly rates are calculated in fifteen-minute increments with any interim charge rounded up the next fifteen-minute increment. Labor time is measured at the appropriate hourly rate from when the movers arrive at the customer's first location and will be incurred until the move is completed. If a customer cancels within 24 hours of their scheduled move, SMOOTH MOVE reserves the right to charge up to the applicable move minimum or some lesser amount at their sole discretion.

Hourly rates vary based on Peak and Off-Peak seasons, as well as Weekdays and Weekends. Peak rates are only applicable in a calendar year during the period from May 1st to October 30th. Weekend rates apply to moves occurring on a Friday, Saturday or Sunday. Peak/Weekend rates shall also apply to all federal holidays.

1.4 Promotions

SMOOTH MOVE does not offer promotional rates of normal hourly service charges to customers who are active duty military, disabled veterans, senior citizens, college students, or people affiliated with a certain business or organization. All charges and fees will be uniform and nondiscriminatory for all of our customers.

SECTION 2

2. Additional Services and Extra Charges

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff. SMOOTH MOVE reserves the right to decline, at its sole discretion, to move particular items because of their value, size, or fragile nature.

2.1 Bulky Article Charges (per item)

Motorcycles	\$250
Floor Model Television (48" or above)	\$150
Gun Cabinet (under 400lbs)	\$125

Gun Cabinet (400lbs to 600lbs)	\$175
Gun Cabinet (over 600lbs)	\$350
Grandfather Clocks	\$100
Riding Lawn Mower/Golf Cart	\$150
Piano (Upright or Spinnet)	\$150
Stainless Steel Refrigerators and Freezers	\$250
Laden Freezer (any size)	\$75
Ceramic Grills (i.e. Big Green Egg TM)	\$175
Flat Screen Television (60' or above)	\$35

2.2 Elevator or Stair Carry

SMOOTH MOVE does not charge an additional fee for elevator carry but does charge an additional fee for stair carry. A stair charge of \$100 per flight will be assessed on any excess flights of stairs over the first 2 flights when combined at both the origin and destination. One indoor flight shall mean from one complete floor above a floor. Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.

2.3 Long Carry Charges

SMOOTH MOVE charges a long carry fee above a distance of 100 feet measured from the middle of the back of the moving truck to the nearest door to be used for loading or unloading. This fee is calculated at \$3/foot for any excess distance above 100 feet.

2.4 Additional Pick-Up/Delivery Stops

SMOOTH MOVE does not charge an additional fee for making additional pick-ups or deliveries after the initial stop. These stops will be billed at the applicable hourly rate. If applicable, actual disposal costs would also be billed to the customer.

2.5 Overnight Storage

Overnight storage, including holding goods on a truck, is subject to an additional charge of \$150 per night per truck for up to 3 nights. After this time the goods will be required to be offloaded into storage or another destination at the customer's request.

2.6 Exclusion for Pool Tables, Hot Tubs, Whirlpools, and Baby Grand Pianos

SMOOTH MOVE will not be responsible for moving slate pool tables, hot tubs, whirlpools, or baby grand pianos.

2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of SMOOTH MOVE. Such delays include but are not limited to delays closed by traffic, weather, bridge closures or malfunction, customer tardiness, etc. Should these circumstances require the move to be rescheduled to a later date one additional hour of travel time will be incurred.

2.8 Articles, Special Service

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, ice makers, dish washers, washers/dryers, gas appliances, televisions or similar articles. SMOOTH MOVE is not responsible for the electrical and/or mechanical functioning of IT equipment (computers, copiers, hard drives, printers, etc.), TV's, radios, clocks, or any other similar items or appliances regardless to whether or not our employees packed or loaded the items. We highly recommend major appliances be serviced by a 3rd party qualified service company. SMOOTH MOVE is strictly prohibited by insurance to disconnect or reconnect the Shipper's appliances and articles; and this remains the sole responsibility and liability of the Shipper.

SECTION 3

3. Rules and Regulations

3.1 Claims Process, Valuation and Exclusions

Claims Process:

Although our movers will be careful with your possessions, from time to time damages may occur. SMOOTH MOVE has a defined process for claim's handling to ensure each claim is addressed in a timely manner.

All claims for loss, damage or overcharge must be written and should be attached to the Bill of

Lading. A claim form will be provided that is to be completed by the customer and submitted to initiate the claims process. Once received, our Claims Specialists will contact you to begin the damage claim process. This process can include, but is not limited to, an on-site evaluation of the damage(s), photo request, written explanation, third party valuation, and/or original purchase receipt. If damage is discovered after completion of your move, a claim must be called into our office within 96 hours of the move. If your items are placed into storage, as soon as we release custody, valuation of your items cannot be claimed. No damage claims will be honored until the charges for moving services are paid in full.

Basic Valuation Protection

Basic Value Protection is a type of coverage included standard with all regulated moving services at no additional charge. This level of protection can often be minimal and inadequate as it provides a released value of \$0.60 per pound per article if items are lost, destroyed or damaged. For example under this coverage, the mover would only be required to pay \$24.00 for a broken flat screen television weighing 40 pounds. We reserve the right to repair the damaged items or replace with like-kind quality at current market value. If the damages cannot be repaired, customer will be compensated based on the Basic Value Protection, as set for the next paragraph, that they acknowledged acceptance of by signing for on the bill of lading prior to the move taking place.

Additional Insurance or Full Replacement Coverage

SMOOTH MOVE does not provide or sell additional insurance or full replacement value coverage. These type coverages are recommended and may be purchased solely at the option of the Shipper through a 3rd party provider that has no affiliation with SMOOTH MOVE.

Exclusions:

Certain items are excluded from the Basic Valuation coverage and any and all liability of SMOOTH MOVE:

1. *Articles of Extraordinary Value* (antiques, fine art, statues, sculptures, memorabilia, souvenirs, keepsakes, jewelry, furs, stocks, bonds and cash; and similar like items).
2. *Ready to Assemble or Press Board Furniture* (made of engineered wood and paper laminate finish, due to the inherent risk and sustained integrity of this type of furniture). This also includes particle board and MDF furniture.
3. *Fragile items unless packed, moved and unpacked by us*
4. *Boxes Packed by Shipper*
5. *Contents of drawers, containers, totes and other items of similar nature*
6. *Loose items not boxed or packed*
7. *Electronics including televisions and computers and related equipment*
8. *Pre-Existing Damages and ordinary wear and tear*

3.2 Computing Charges

SMOOTH MOVE rates and charges are computed by multiplying the applicable hourly rate by the time and adding the transportation charges as set forth in Section 1; plus any additional charges for extra services that may apply as defined in Section 2.

3.3 Governing Authorities

SMOOTH MOVE rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission and the laws of South Carolina.

3.4 Items of Particular Value

SMOOTH MOVE does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. SMOOTH MOVE will not accept responsibility for safe delivery of such articles if they come into SMOOTH MOVE's possession with or without SMOOTH MOVE's knowledge. Items of extraordinary or unique value such as artwork, statues, antiques, clocks, pianos, electronics, etc. are subject to the Basic Value Coverage described in Section 3.1.3 which generally will be inadequate protection. Third party coverage should be purchased to cover these items or the Shipper should select a qualified mover that offer to purchase additional insurance.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of SMOOTH MOVE's Bill of Lading consistent with the Commission's rules 103-158 and 103-159. The terms and conditions of the Bill of Lading have been published on the SCPSC's website and are available for viewing.

3.6 Delays

SMOOTH MOVE shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.7 No Liability or Responsibility for Water and Gas Line Connections

SMOOTH MOVE is not responsible for connection or disconnection of any water or gas lines typically associated with certain household appliances that may be included in a move such as washing machines, ice makers, refrigerators, ranges, and other similar items. SMOOTH MOVE shall not be liable for any damages caused to personal or real property resulting from flood or water leaks of any cause or nature. Responsibility for water and gas lines connections remains solely with the Shipper, and we recommend they hire a licensed, certified and insured plumbing or electrical contractor.

3.8 General Limitation of Liability

We shall not be held liable in any form for losses to items by mold, moth, rot, rust, weather, dirt, deterioration, terrorism, acts of nature, driveways or sidewalks not able to withstand the weight of our trucks, trees or landscaping, or any other causes for loss or damages outside of our control. We are only liable for loss or damage arising from our own negligence.